Terms and Conditions for Software Licences for Temporary Use (Rental)

1.   Scope of Licence

1.1   Beta Systems grants the Customer, a temporary, non-exclusive and non-transferable right to use the Products (also "Licence"). The right of use entitles the Customer for the specified period of time (see Basic and / or Main Agreement) and for his own purposes to load, display, run and install the software. The software can only be used at the installation location (= customer address in accordance with the Basic and / or Main Agreement) as listed in the Basic and / or Main Agreement. The Customer must ask Beta Systems for prior written approval, if Customer wants to use the software at a different location.

1.2   The Basic and / or Main Agreement shall govern the exact scope and / or the type of licence. The use of the software shall be restricted according to the limitations set forth in the Basic and / or Main Agreement with regards to content, quantity or geographic restrictions, e.g. the agreed number of (a) clients, processors, executors, named / concurrent user and / or servers, or (b) calculation base which uses the maximum specified in the Basic and / or Main Agreement (aa) MIPS-value (number of installed MIPS ["million instructions per second"]) or (bb) the usage value for IBM's z/OS operating systems, or (cc) number of processed documents during a certain amount of time or (dd) the number of Managed SAM IDs and (c) the licence type (limited to certain user groups).

1.3   Software, which is limited to a certain number of MIPS, may be used only on the hardware listed in the Basic and / or Main Agreement. In general, the CPU must not exceed the processing power of the licenced processing power according to the Basic and / or Main Agreement. Licence keys are hardware related.

1.4   The appropriate relevant MIPS values are calculated based on the current publications of Gartner-Group on the internet. The values of a different group, comparable to Gartner Group, will be used if the publication is not available.

1.5   The customer is obligated to report the current scope of use of licensed software to Beta Systems each year (by the 31.01.). If the agreed use is exceeded, Beta Systems is authorised to invoice for the additional licence in accordance with the price agreement in the Basic and/or Main Agreement retroactively for the calendar year.

1.6   Beta Systems has the right, after appropriate notice, to audit Customer's use of the Software at Customer's premises, if the Customer fails to meet his obligation to notify. A reimbursement (e.g. in case of a reduction of the number of users or the used MIPS or in case of a change of the licence type) is excluded.

1.7   The use of the programs is limited with regards to the license type (A, B and C) to user groups. Types of licences are defined in the Basic and / or Main Agreement.

1.8   Irrespective of the rights of the Customer agreed in the General Terms and Conditions, General Part, Beta Systems shall, for the term agreed under the Main and/or Basic Agreement, rectify all defects which nullify the usability of the programs for the purpose agreed in the Basic and / or Main Agreement or reduce it not only insubstantially. Beta Systems, at its choice, will rectify the defect, replace the program or provide a workaround with the same functionality.

1.9   Additional services and duties of the Customer are governed by the Special Part of the Terms and conditions of the Beta Systems Software Limited for Software Maintenance, Version 10/2011 (No. 3.1 to 3.5, 4.1 to 4.7 and 6.1 to 6.3).

2.   Early termination

2.1   The Parties are entitled to terminate the agreement for cause any time.

2.2   Termination must be in writing.

3.   Rent, Payment Terms

3.1   The rent (including tax) to be paid by the Customer is agreed in the Basic and / or Main Agreement.

2.3   In the event the contract is automatically renewed after the initial period, Beta Systems shall have the option to increase the annual fee by up to 5 % with respect to any renewal term by notifying Customer of such new rates and prices.   In this case the Customer shall be entitled to terminate the Maintenance Services by giving eight weeks written notice.

4.   Components from other manufacturers

4.1   For third party software and programs as well as respective successor versions, which are distributed by Beta Systems, the terms and conditions of the third party shall apply, alternatively and supplementary Beta System's licensing terms and other possible conditions set forth in the Basic and / or Main Agreement. Beta Systems has the right to exchange third-party products against similar products with the same functionality.

4.2   The Customer is not permitted to run other computer programs with the above mentioned third party software. He may use the programs only as part of the delivered solution. If the customer runs other software programs not permitted by Beta Systems, or if the customer uses the delivered software for other purposes, but not as part of the delivered software solution, the customer indemnifies Beta Systems against any claims made against Beta Systems by third parties because of breach of this obligation or because the not permitted software causes faults or defects in Beta Systems Software solution. Beta Systems has no liability with regards to the customer if the customer suffers loss or damages because of him being in breach of his obligations arising out of this clause.

5.   Open Source

5.1.   If the software of Beta Systems uses Open Source software or co-operates with it or may use or co-operate with it, Beta Systems refers to this use in the documentation of the particular software. The Customer shall obtain the appropriate Open Source software - if needed – by downloading it from the internet on the terms of the owner of the rights. If Beta Systems should deliver Open Source software as an exception, delivery is free of charge. For Open Source software the licence terms of the owner of the rights apply. The customer must comply with the terms of use.

5.2.   Beta Systems is not responsible for errors within Open Source software. Warranty claims against Beta Systems concerning Open Source software are excluded.

5.3.   Beta Systems is not liable for any damages arising from the use of Open Source software, this also applies, if Beta Systems delivered Open Source Software or indicated the necessity of the use of the Open Source Software in the documentation.

6.   Duties of the customer

6.1   The Customer does not have the right, to make the software and the accompanying manuals (the original or a copy) available to third parties, especially not through a rental agreement or in any other manner without prior written approval by Beta Systems.

6.2   The Customer is not permitted to translate, disassemble, decompile or modify the software without Beta Systems prior

written approval.

6.3 Decompilation of the program code into another form or the reverse engineering is not permitted.

6.4 The Customer has the right to make one copy of the software delivered by Beta Systems solely for backup or archival purposes. This back-up copy must include the copyright notice "Beta Systems", the name of the software and the version number. The installation of the software on a back-up machine is subject to a separate agreement with Beta Systems.

6.5 The customer has the obligation to prevent unauthorised access of third parties to the software or to the other licensed material by implementing appropriate measures. The delivered original data carrier and the back-up copy must be stored in such a way, that unauthorised third parties have no access. The software must be completely erased, before machine readable data carriers, data storage devices or data processing equipment are destroyed, sold or otherwise transferred.

6.6 The Customer shall be liable to Beta Systems for any damage incurred by Beta Systems because of a breach of any of the aforementioned duties.

7. Other Conditions

In addition, the rules of the General Terms and Conditions of Beta Systems Software Limited (Version 10/2011) and the Terms and Conditions of Beta Systems Software Limited for Software Maintenance (Version 10/2011, No. 3.1 to 3.5, 4.1 to 4.7 and 6.1 to 6.3) apply.